

(323) 881-2401

April 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NUMBER TWO TO THE AGREEMENT FOR SERVICES
BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY AND THE CITY OF POMONA
(1st DISTRICT)(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

Approve and instruct the Chairman of the Board to sign Amendment Number Two to the existing Agreement No. 67345 between the City of Pomona and the Consolidated Fire Protection District (District) to adjust staffing levels and costs in the City of Pomona and extend the Agreement until 2009, and continue thereafter until terminated by either party.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 22, 1994, your Honorable Board adopted Agreement No. 67345 between the District and the City of Pomona (Agreement) for the District's provision of fire protection, hazardous materials, emergency medical, and all related services to the City of Pomona. An amendment to the Agreement was approved on November 16, 1999, to lease a Training Facility from Pomona.

To address serious budget problems within the City of Pomona, the City has requested an amendment to the Agreement (Amendment Number Two) that reduces fire protection costs (attached). Amendment Number Two will result in a \$1.2 million annual savings for the City. These savings are derived largely from the reduction of the staffing at Fire Station 181 from six to four post positions.

This Amendment Number Two will also make a number of other changes to the existing Agreement as follows:

- extends the existing Agreement until April, 2009;
- takes out of service the engine that responds with the quint at Station 181;
- adds paramedic capabilities to Engine 183 with the City and the District sharing equally in the additional cost;
- allocates the City's rent for the Training Facility to partially fund a fire fighter's position on the quint at Fire Station 187; the District will fund the cost of the fire fighter's position that the Training Center rent does not cover;
- reduces the fire prevention staffing level to appropriately reflect the current service needs of the City;
- authorizes the Fire Chief and the City Council to make future staffing changes within the City;
- defers \$213,170 of the City's current annual fee to January 1, 2006, at which time the City will begin to repay the District in full for this deferral;
- authorizes funding for a City ballot measure for a fire service tax if the Fire Chief finds that the special tax will have a regional benefit for the District;
- updates the City's Performance Criteria to reflect a 22 percent increase in service calls in the City from 1994 to 2003; and
- gives the District first right of refusal to purchase the Training Facility, and provides for repayment of improvements by the District at a depreciated value if the District vacates the Training Facility.

FISCAL IMPACT/FINANCING

The additional paramedic capabilities of Engine 183, as well as the continued staffing of the quint at Fire Station 187, will have regional benefits for the District. The District's costs due to these regional benefits is estimated at \$20,000 for this fiscal year, and \$175,000 for next year, based upon 2003-04 costs. These costs will be absorbed within the District's adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be Amendment No. 2 to existing Agreement No. 67345. The Pomona City Council approved this Amendment on April 5, 2004. County Counsel has approved Amendment No. 2 as to form.

Honorable Board of Supervisors
April 7, 2004
Page 3

IMPACT ON CURRENT SERVICES OR PROJECTS

While we are concerned with the staffing reductions, the approval of Amendment Number Two is recommended to assist the City with their fiscal challenges. We plan to monitor the activity level and response times in the City to ensure the impact on public safety is minimized.

CONCLUSION

Upon approval of this Amendment by the Board of Supervisors, please instruct the Executive Officer, Clerk of the Board to return two executed originals and one original copy to the District. The District will provide the City with a fully executed original copy of this Amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Michael Freeman", with a stylized flourish at the end.

P. MICHAEL FREEMAN

PMF:ip

c: Chief Administrative Officer
County Counsel
Executive Officer-Clerk of the Board of Supervisors
Auditor-Controller

City of Pomona

AMENDMENT NUMBER TWO

**TO THE AGREEMENT FOR SERVICES BY AND BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF POMONA**

THIS Amendment Number Two to the Agreement for Services is made and entered into this _____ day of _____, 2004, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and the CITY OF POMONA, hereinafter referred to as the "CITY," to amend the Agreement for Services By and Between the Consolidated Fire Protection District of Los Angeles County and the City of Pomona dated February 22, 1994 (Agreement No. 67345) and as amended on November 16, 1999, hereinafter referred to as "Agreement for Services".

W I T N E S S E T H

WHEREAS, the CITY entered into the Agreement for Services with the DISTRICT for the provision of fire protection, hazardous materials, emergency medical, and all related services as authorized by Government Code Section 55632 and pursuant to the provisions of Government Code Section 56848.3, which has been repealed. Currently, similar provisions to former Government Code Section 56848.3 are found in Government Code Section 56855; and

WHEREAS, CITY desires to reduce its fire operations costs within the CITY due to the uncertainty of the CITY's future fiscal outlook and to increase paramedic services to meet the growing need in the CITY for emergency medical services; and

WHEREAS, CITY is contemplating a CITY Fire Service Special Tax Measure to be presented to voters of the CITY; and

WHEREAS, if the DISTRICT FIRE CHIEF determines that a CITY Fire Service Special Tax Measure will benefit the DISTRICT's regional service delivery system, the

1 DISTRICT may be willing to pay certain election and consultant costs; and
2 WHEREAS, CITY and DISTRICT desire to modify the CITY's fire prevention staffing
3 level to appropriately reflect the current service needs of the CITY; and
4 WHEREAS, due to the population growth of the CITY and the increase in service
5 demand, the DISTRICT's performance criterion requires modification to reflect the increase
6 in service demand;and
7 WHEREAS, the CITY and the DISTRICT desire to amend the Agreement for
8 Services to address the concerns mentioned above.
9 NOW, THEREFORE, CITY and DISTRICT agree that the Agreement for Services be
10 amended as follows:
11 I. **SECTION I. ANNEXATION EFFECTIVE DATE AND WITHDRAWAL FROM**
12 **THE DISTRICT, paragraphs (A) and (B) are** amended as follows:
13 (A) This Amendment shall be deemed effective as of 0800 hours on May 1, 2004
14 (effective date). Subject to the CITY's right to withdraw from the DISTRICT, as set forth in
15 Sections I and III of the Agreement for Services, the CITY shall remain a part of the
16 DISTRICT for up to five (5) years as of and from the effective date of this Amendment
17 ("Renewal Period").
18 (B) This Agreement for Services as amended shall continue in effect for
19 successive five (5) years periods after the Renewal Period, in accordance with the terms
20 specified in the Agreement for Services. CITY may withdraw from DISTRICT , subject to
21 the requirements of the Agreement for Services, Sections I and III.
22 II. **SECTION II. SERVICES, paragraph (J),** is amended to read as follows:
23 Nothing in this Agreement precludes the future expansion, closure, consolidation,
24 or relocation of the fire stations referenced herein, if such action meets DISTRICT response
25 and service criteria and requirements, and such action is mutually acceptable to and agreed
26 upon by both CITY COUNCIL and DISTRICT FIRE CHIEF. The CITY COUNCIL and
27 DISTRICT FIRE CHIEF may mutually agree on modifications to the staffing levels in the
28 CITY. Modifications to the staffing levels may cause adjustments in the Annual Fee.

1 **III. Schedule 1 of the Agreement for Services, Operation by District**, shall be
2 replaced with Amended Schedule 1, attached hereto and made a part hereof. A summary
3 of the amendments to Schedule 1 is as follows:

4 a) Fire Operations

- 5 1) Effective May 1, 2004, the elimination of Engine 181 from Lightforce 181
6 and the elimination of its assigned staffing of one (1) Firefighter
7 Specialist post-position and one (1) Firefighter post-position;
8 2) Effective July 1, 2004, the conversion of Engine 183 to a Paramedic
9 Engine with one (1) Firefighter Specialist post-position and one (1)
10 Firefighter post-position being upgraded to one (1) Firefighter Specialist
11 Paramedic post-position and one (1) Firefighter Paramedic post-
12 position, respectively; the CITY and the DISTRICT shall each pay one-
13 half (1/2) the cost of the paramedic bonuses for these upgraded post-
14 positions;
15 3) Quint 187 is staffed by 1 Captain, 1 Fire Fighter Specialist, and 2 Fire
16 Fighter post-positions. The cost of Quint 187 is shared by the
17 DISTRICT, which pays for 1 of the 2 Firefighter post-positions due to its
18 regional benefits as a quint (4th firefighter post-position). The City pays
19 for the other Firefighter post-position (3rd firefighter post-position), as
20 well as the Captain and Fire Fighter Specialist post-positions. To
21 maintain Quint 187's services in the CITY and to retain the benefit of the
22 DISTRICT's cost sharing of the 4th firefighter post-position on Quint 187,
23 effective May 1, 2004, the annual rent amount owed by the DISTRICT to
24 the CITY for the Training Facility as calculated in Section V.A.
25 (K through N) in Amendment Number One of this Agreement for
26 Services shall be used to pay the cost of the 3rd firefighter post-position
27 (S&EB and overhead). DISTRICT will pay the difference between the
28 full cost of the 3rd firefighter post-position and the annual rent amount for

the Training Facility.

b) Fire Prevention – The reduction of the staffing level of the Fire Prevention Engineering Assistant II from one (1.0) position to one-half (0.5) position.

IV. **Section III. ANNUAL FEE FOR SERVICES, paragraph (V)**, is added to read as follows:

Deferral of Annual Fee Limitation Excess Rollover. Payment of the CITY's "Annual Fee Limitation Excess Rollover" of \$213,170 for Fiscal Year 2003-04 shall be deferred until January 1, 2006. CITY will reimburse DISTRICT this \$213,170 in forty (40) equal monthly payments, commencing January 1, 2006, and DISTRICT shall accordingly adjust the monthly invoices issued to the CITY to include such monthly payments from January 1, 2006 to April 30, 2009.

V. **SECTION XII. FIRE SERVICES SPECIAL TAX MEASURE**, is added to read as follows:

If the CITY decides to place a Fire Services Special Tax Measure before the voters of the CITY, the DISTRICT FIRE CHIEF may fund all or part of the election and consultant costs for the special tax measure for fire services, in his sole discretion. The CITY shall notify the DISTRICT in writing when its City Council has taken appropriate action to call for an election for a Fire Services Special Tax Measure and authorized its City Manager to request DISTRICT funding for such a purpose. Such written request shall be considered by the DISTRICT FIRE CHIEF, and may be approved or rejected, in whole or in part, in the DISTRICT FIRE CHIEF's sole discretion.

Recognizing that reductions in fire services, combined with continued growth in service demands and population, are not conducive to effective public safety, the CITY agrees to periodic consideration of reinstating the DISTRICT positions eliminated as specified in Section III hereinabove and Schedule 1, Operation by the District, when financially feasible.

VI. **SECTION III. ANNUAL FEE FOR SERVICES, paragraph (U), subparagraph 1.** is added to read as follows:

1 Due to the continued population growth of the CITY since annexation to the
2 DISTRICT in 1994, and the 22.10% increase in the demand for service from 1992-93 to
3 2002-03, Schedule 12 – District Performance Criteria shall be amended and replaced with
4 Amended Schedule 12, attached hereto and made a part hereof. This Amended Schedule
5 12 may be revised from time to time and executed by the CITY MANAGER and the
6 DISTRICT FIRE CHIEF.

7 VII. Section V.A. - USE OF TRAINING FACILITY, paragraph (R), of Amendment
8 No. 1, is deleted and replaced in its entirety as follows:

9 **SECTION V.A. USE OF TRAINING FACILITY:**

10 (R) As detailed on Exhibit B, District's Improvements to Training Facility, the City's
11 Payment for the cost of improvements shall be determined as follows:

- 12 1) The total cost of the improvements made by the DISTRICT during its lease of the
13 Training Facility, divided by the number of years that constitute the economic
14 useful life of the improvements (hereinafter referred to as "economic life") shall
15 equal an "annual improvement value";
- 16 2) The economic life of the improvements minus the number of years since the
17 improvements were constructed or installed shall equal the "remaining economic
18 life";
- 19 3) The annual improvement value multiplied by the remaining economic life shall
20 equal the "Remaining Value of Improvements." When the DISTRICT vacates the
21 Training Facility, the City's Payment shall be an amount equal to the Remaining
22 Value of Improvements as of such vacation date. Exhibit B shall be amended
23 from time to time by the DISTRICT and the CITY as improvements to the Training
24 Facility are made by the DISTRICT.

25 If the CITY decides to sell the Training Facility, CITY shall give the DISTRICT first
26 right of refusal to purchase the Training Facility at an amount equal to its "highest and best
27 use" appraised value less the Remaining Value of Improvements made to the Training
28 Center by the DISTRICT. Should the DISTRICT opt to not purchase the Training Facility,

1 the CITY shall pay to the DISTRICT the Remaining Value of Improvements, if any, within 30
2 days of the DISTRICT's vacating the Training Facility.

3 VIII. All other terms and conditions of the Agreement for Services, including
4 Amendment Number One to the Agreement For Services regarding the DISTRICT's use of
5 the Training Facility, shall remain the same and in full force and effect except to the extent
6 modified or superseded by this Amendment Number Two.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IN WITNESS WHEREOF**, CITY, by Resolution adopted by its City Council, has
2 caused this Amendment Number Two to be executed by its Mayor and attested to by its
3 Clerk; and pursuant to action by a majority vote of the Board of Supervisors, as governing
4 body of DISTRICT, the Chairman has executed this Amendment Number Two on behalf of
5 DISTRICT, which execution has been attested to by its Executive Officer-Clerk all on the
6 day and year first written above.

CITY OF POMONA




Mayor

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

Chairman, Board of Supervisors

ATTEST:


By _____
City Clerk

(SEAL)


ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

(SEAL)

APPROVED AS TO FORM:


By _____
Matthew Gorman, Deputy City Attorney

APPROVED AS TO FORM:

County Counsel

By  _____
Deputy

**RESOLUTION NO. 2004-90
APPROVED ON 4/5/04**

**CITY OF POMONA - DISTRICT ANNEXATION AGREEMENT
AMENDED SCHEDULE 1 (Effective May 1, 2004)**

**OPERATION BY DISTRICT
ESTIMATED 2003-04 ANNUAL FEE**

**METHOD FOR FUTURE ANNUAL FEES -- SUBJECT TO UPDATED
ANNUAL SALARY AND EMPLOYEE BENEFITS AND OVERHEAD CHARGES**

<u>Fire Operations:</u>		City Annual Resource Cost Prior to 5-1-2004 Amendment	5/1/2004 Amended Staffing	Full Annual Resource Cost per 5/1/2004 Amendment	2003-04 Est. City Cost Reflecting Adjustments ⁽⁵⁾	City Annual Resource Cost per the 5/1/2004 Amendment
Station	Equipment					
181	Engine	\$ 810,423	0	\$ 0	675,353	\$ 0
	Quint	854,652	4	1,709,304	854,652	854,652 ⁽¹⁾
182	Engine	1,349,379	3	1,349,379	1,349,379	1,349,379
	Squad	864,975	2	864,975	864,975	864,975
183	Paramedic Engine	1,349,379	3	1,459,203	1,349,379	1,404,291 ⁽²⁾
184	Engine	1,349,379	3	1,349,379	1,349,379	1,349,379
185	Engine	1,349,379	3	1,349,379	1,349,379	1,349,379
	Squad	864,975	2	864,975	864,975	864,975
186	Engine	1,349,379	3	1,349,379	1,349,379	1,349,379
187	Quint	1,349,379	4	1,709,304	1,289,392	989,454 ⁽³⁾
188	Engine	1,349,379	3	1,349,379	1,349,379	1,349,379
Total Staffing:			30			
<u>Fire Prevention:</u>						
FFS Inspector		273,176	2.2	124,171	273,176	273,176
Fire Prevention Engineering Asst. II		90,510	0.5	90,510	82,968	45,255
Total Salary and Employee Benefits		\$ 13,204,364			\$ 13,001,765	\$ 12,043,673
District Overhead 31.0083%		4,094,449			4,031,626	3,734,538
Subtotal		\$17,298,813			\$ 17,033,391	\$ 15,778,211
District's Annual Payment for Training Center Lease					39,978	239,867 ⁽⁴⁾
ESTIMATED 2003-04 CITY ANNUAL FEE		\$ 17,298,813			\$ 17,073,369	\$ 16,018,078

AMENDED SCHEDULE 1 (EFFECTIVE MAY 1, 2004)

- 1) District shares 50% of the cost of the truck company for regional service benefit to adjacent District areas.
- 2) District shares 50% of the cost of the paramedic bonuses for the fire fighter and fire fighter specialist to partially offset the additional cost to the City of converting Engine 183 to a paramedic engine. Conversion to a paramedic engine will be effective 7-1-2004.
- 3) Quint 187 has two Fire Fighter positions (referred to as the 3rd and 4th firefighter positions), and the District pays for the 4th firefighter position in recognition of the regional service benefit to adjacent District areas. To maintain the District's cost share, the District's annual lease payment for the Training Center shall partially offset the cost of maintaining the 3rd firefighter position so the unit can stay operational as a Quint. The net result will be that the District will pay for 1 Fire Fighter post position (4th firefighter position), plus the difference between the Annual Lease Payment owed the City by the District for the Training Center and the cost (S&EB + overhead) for the 3rd firefighter post-position on Quint 187.
- 4) City will use the District's annual lease payment for the City of Pomona Training Center (leased under Amendment No. 1) to partially offset the cost of the 3rd Fire Fighter Post Position on Quint 187 as of May 1, 2004; the District will no longer be obligated to pay quarterly payments to the CITY as stated in paragraph (J) of Amendment No. 1.
- 5) Elimination of Engine 181 and reduction in FPEAll as of 5-1-2004 results in adjustment for 61 days for these resources. The City will continue to fund the 3rd firefighter on Quint 187, but as of 5-1-2004, such funding will be limited to the Training Center rent owed the City by the District; the District will pay the difference, if any, between the S&EB, plus overhead, for the 3rd firefighter and the Training Center rent. The paramedic conversion of Engine 183 will not occur until 7-1-2004.

This Amended Schedule 1 shows method for calculating annual fees. Actual annual fees shall be adjusted to reflect actual District S&EB and overhead rates as they become available each year.

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DOUGLAS DUNLAP
CITY MANAGER

DATE

DATE

CITY OF POMONA-DISTRICT ANNEXATION AGREEMENT

AMENDED SCHEDULE 12
Effective May 1, 2004

DISTRICT PERFORMANCE CRITERIA AND MEASUREMENT

PERFORMANCE CRITERIA -

1. The number of emergency responses in the City has increased 22.10% during the time period of 1992-93 to 2002-03. The City has not added staffing or units to address this increase, in fact the City has reduced fire suppression and emergency medical staffing by 9.4%, therefore the response criteria has been increased to reflect the cumulative added demand of 22.10% and the District shall meet one of the following response criterion:
 - a. The average response time for all emergency incidents shall be 4:41 minutes/seconds or less; **OR**
 - b. in any fiscal year period, 80% of the emergency incidents shall have a response time for the first due resource of 6:05 minutes/seconds or less.
2. If the number of emergency responses in the City increases cumulatively by 8.5% or more, using Fiscal Year 2002-03 as a base amount, this performance standard will be subject to review and adjustment. The adjusted standard will be established by mutual agreement of the District and City and shall replace this Schedule 12.
3. Recourse options if the District is unable to meet the performance criteria within any fiscal year (July 1-June 30):
 - a. The District and City may realign response boundaries to more readily meet the performance criteria set.
 - b. If a criterion is not met due to increased incident activity in the City, which exceeds the level established in criteria above, then the District and City may negotiate a higher service level at the City's expense.

MEASUREMENT -

1. District performance criteria shall be based on emergency responses, only. All response times are from time of unit dispatch to time of arrival on-scene. Emergency call types are listed on Appendix A attached hereto.

CITY OF POMONA-DISTRICT ANNEXATION AGREEMENT

AMENDED SCHEDULE 12

Effective May 1, 2004

DISTRICT PERFORMANCE CRITERIA AND MEASUREMENT

MEASUREMENT (cont'd.)

2. The measurement of response performance shall be conducted annually on a fiscal year basis (July 1-June 30) and the measurement period shall be for one full year (July 1-June 30).

REPORTING –

1. Should the City require additional information regarding any specific incident(s) upon written request to District, District shall investigate and provide City with full details in writing.
2. An incident report shall be given monthly to the City which contains incident data in the City, including: all non-emergency (non-time sensitive) incidents, the number of structure fires, brush fires, hazardous materials incidents, emergency medical incidents, dollar loss for the current month, year-to-date, and previous year-to-date. The format of this report may be changed by District from time to time.

CRITICAL COVERAGE AND MOVE-UP ENGINE COVERAGE –

Four City stations will be designated "critical coverage stations." Immediate engine company move-ups will be initiated when responses from any of those four stations are anticipated to be 30 minutes or more. During times of major emergency as determined by the District, stations will be covered within the District's prevailing level of coverage during the emergency.

APPROVED:

P. MICHAEL FREEMAN, FIRE CHIEF

DOUGLAS DUNLAP
CITY MANAGER

DATE

DATE